

## NETC MEMBERS

Benito Public School  
Don Ward, Executive Director  
Clovis, NM 87337  
(505) 766-0207

Carrizo Consolidated SD  
Linda Beers, Superintendent  
Shawnee, NM 87430  
(505) 264-4984

Chienmelo Community School  
Kalee Hickey  
Kayenta, AZ 86033  
(928) 857-3800

Chino Unified Schools, AZ  
Philip Bushouse, Superintendent  
Chino, AZ 86003  
(928) 474-9000

Chuska Apache Boarding School  
Johna Steenberg, Principal  
Dennardine, AZ 86006  
(928) 868-7037

Colapo-McNelly County Schools  
Karen White, Acting Superintendent  
(505) 722-7711  
Gallup, NM 87301

Cumada Unified Schools  
Peter Solata, Superintendent  
Cumada, AZ 86506  
(928) 733-1214

Frederick Unified School District  
Tim Foss, Superintendent  
Holbrook, AZ 86025  
(928) 824-6144

Kabero Boarding School  
Jean Glines, Principal  
Kabero, AZ 86053  
(928) 875-5400

Kayenta Unified School District  
William Anderson, Superintendent  
Kayenta, AZ 86036  
(928) 437-2001

Kayenta Community School  
Kayenta, AZ 86033  
(928) 687-3436

Pine Hill Schools  
Gill Katers, Superintendent  
Pinehill, NM 87057  
(505) 775-3242

Pinto School District  
Larry Wilkins, Superintendent  
Pinto, AZ 86010  
(928) 725-3450

Red Mesa Unified School District  
Ralph Fiedler, Superintendent  
Tucson P.O., AZ 85614  
(928) 606-4100

Rough Rock Community School  
Monty Rossett, Executive Director  
Chino, AZ 86003  
(928) 728-9236

Sandoz Unified Schools  
Diana Hiss-Shawyer, Superintendent  
Sandoz, NM 86512  
(505) 488-4707

San Juan School District  
Doug Wright, Superintendent  
A. Thomson, Representative  
Blanding, UT 84511  
(907) 678-1211

St. Michaels Indian School  
Dr. Robert Backer, Technology Coord.  
St. Michaels, AZ 86011  
(928) 871-4443

St. Bernardine Mission  
Sharon Macle, Business, Principal  
Kay O'Connell, Representative  
Thoreau, NM 87325  
(505) 862-7408

Tie Has See Community School  
Pat Eastman, Acting Principal  
Tie Has See P.O., AZ 86014  
(928) 806-2882

Tuba City Unified Schools, AZ  
Hector Tish, Superintendent  
Tuba City, AZ 86045  
(928) 285-1200

Window Rock UDO  
Dorbie Davison, Superintendent  
Po. Window, AZ 86304  
(505) 725-7502

Wingate High School, NM (BKA)  
Frank Sheppard  
Po. Wingate, NM 87158  
(505) 488-6238



## Navajo Education Technology Consortium (NETC) ETIP & TECHShare Projects

Karen Leshar, Executive Director  
P.O. Box 1318  
Gallup, NM 87301  
(505) 722-7711 ext. 51230

6. Please provide a copy of all correspondence between your service providers and consultants and the school regarding the competitive bidding process and the application process.

After the Navajo Education Technology Consortium Form 470 for E-rate year 5 was posted, vendors began to contact NETC primarily through email, the preferred method of contact as listed on the NETC form 470. Please refer to the sampling of email contact messages in this section.

In order to ensure that each vendor was given fair and complete information, Karen Leshar contacted each vendor by phone and explained the scope and size of the proposed project. In three cases, vendors came to the NETC location in Gallup, NM, and did on site presentations of their services prior to submitting a proposal.

The following information was provided to each vendor:

- Educational goals of the project
- The NETC E-rate project vision and design
- Size of the consortium and states covered
- Name, location of participating districts, contact info
- Student enrollment
- Geographic challenges
- Contact info for submitting a proposal

Full follow-up access to Karen Leshar was available to all vendors. If unable to provide a complete solution, vendors were encouraged to team with other vendors who may have a larger corporate capability.

**5. Please provide a complete copy of any consulting agreement(s) relating to the planning, implementation, and support of your E-rate funding request(s).**

NETC did not pay consultants to assist in the planning, implementation, and support of the NETC E-rate funding requests. NETC relied solely on its own membership to perform these tasks. In July 2001, Karen Leshar distributed the following "NETC E-RATE DESIGN" invitations to the consortium membership (Superintendents and IT Directors) asking them to participate in planning and design sessions that were held at:

- Kayenta Unified School District
- Window Rock Unified School District
- Gallup McKinley County Schools
- Ship Rock Unified School District

The following objectives were accomplished during these:

- Understand each district's educational needs
- Review district technology plans
- Review existing technology deployed
- Architect technical solutions to enhance the delivery of instruction and improve student performance.

Gallup McKinley County Schools played a major role in the design process because they had recently implemented digitally delivered education in their district.

NETC also reviewed products and solutions that were presented on the Web. NETC contacted school districts in Florida, Washington, Oklahoma, and Texas who had implemented similar solutions. NETC also talked to many vendors (including the four vendors who responded to the RFP) about possible solutions.

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P13

## NETC MEMBERSHIP

Borego Post School  
Sally Webb, Executive Director  
Chaparral, NM 87313  
(505) 760-3237

Val Verde Community School  
J. Bowers, Superintendent  
Chaparral, NM 87313  
(505) 308-4084

Chinle Community School  
Kasey Hendrix  
Kayenta, AZ 86004  
(928) 897-3835

Chino Valley Unified School, AZ  
Philip Blankenship, Superintendent  
Chino, AZ 86303  
(931) 674-4450

Crownpoint Boarding School  
Valerie Steinberg, Principal  
Sarnaville, AZ 86035  
(602) 658-3201

Gallup-McKinley County Schools  
Karen White, Acting Superintendent  
(505) 722-7711  
Gallup, NM 87301

Grand Unified Schools  
Peter Sullivan, Superintendent  
Grand, AZ 86004  
(931) 756-4514

Holbrook Unified School District  
Tim Frost, Superintendent  
Holbrook, AZ 86025  
(928) 534-6144

Kalebs Boarding School  
Jean Gilmore, Principal  
Kalebs, AZ 86003  
(928) 673-3400

Kayenta Unified School District  
William Alabazak, Superintendent  
Kayenta, AZ 86033  
(928) 897-5001

Kayenta Community School  
Kayenta, AZ 86033  
(928) 897-3438

McKee Schools  
Lance, Superintendent  
McKee, NM 87307  
(505) 775-3242

Pinon School District  
Larry Wilson, Superintendent  
Pinon, AZ 86317  
(928) 725-3456

Red Mesa Unified School District  
Ruth Pridley, Superintendent  
Towa Mesa, AZ 86514  
(928) 858-4100

Rough Rock Community School  
Monty Roessel, Executive Director  
Chino, AZ 86003  
(928) 726-8259

Sandwich Unified Schools  
Gloria Rapp-Steinbock, Superintendent  
Sandwich, NM 86013  
(505) 566-3707

San Juan School District  
Doug Wright, Superintendent  
A. Thornton, Representative  
Blowing Rock, UT 84511  
(801) 678-1211

St. Michaels Indian School  
Dr. Robert Beecher, Technology Coord.  
St. Michaels, AZ 86511  
(505) 871-4443

St. Bernabean Mission  
Cesar Nicolas Bueyros, Principal  
Ray O'Connell, Representative  
Thurston, NM 87323  
(505) 855-7486

The Red Rock Community School  
Pat Sullivan, Acting Principal  
Towa Mesa, AZ 86514  
(928) 858-3252

Tuba City Unified Schools, AZ  
Tim Taha, Superintendent  
Tuba City, AZ 86044  
(928) 263-1002



## Navajo Education Technology Consortium (NETC) ETIP & TECHShare Projects

Karen Leshar, Executive Director  
P.O. Box 1318  
Gallup, NM 87301  
(505) 722-7711 ext. 51230

### SERVICE PROVIDER PROPOSAL SELECTION PROCESS

#### Description of the evaluation process:

The Navajo Education Technology Consortium Executive Committee is elected by the NETC board and has the responsibility for managing the daily operations of NETC. The Executive Committee has the power to act instead of, and on behalf of the Governing Board, and reports decisions to the full NETC board at its monthly meetings (NETC By-laws, Article IV, sec 2). Under this authority, the Executive Committee reviewed the vendor responses to the NETC Form 470 for E-rate year 5 for the purpose of evaluating the proposals and selecting one or more service providers.

The Executive Committee is composed of seven members.

Dr. Ralph Friedly, Chair	Superintendent, Red Mesa USD, AZ
Mr. William Allsbrooks, Vice-Chair	Superintendent, Kayenta USD, AZ
Mr. Monty Roessel, Sec.	Executive Director, Rough Rock Com. Sch.
Mr. David Oakes, Treas.	Technology Dir., Gallup McKinley Cty Sch.
Mr. JL Thorton, UT Rep	Technology Dir., San Juan School District
Ms. Daisy Thompson, AZ Rep	Assistant Supt, Window Rock USD
Mr. Jim Karlin, NM Rep	Director, Central Consolidated School Dist.

The Chair, Vice-Chair, Treas., UT Rep, and AZ Rep., were in attendance at the Executive Committee meeting held in Gallup McKinley County Schools on January 16, 2002. Agenda item #9 referenced the NETC E-rate project, the review/recommendation of the Form 470 proposals, and update on the Form 471 filing process.

The criteria to be used to select a vendor was 1)price, 2)past experience, 3)vendor capability, 4)proposed solution. ←

Four vendor proposals, TAMSCO, NAS/Williams, IBM, and Navajo Communications, were received by NETC. Copies of the proposals were provided to the committee. After reading the proposals, the group came to a unanimous decision to recommend IBM Corp. as the vendor for the Internal Connections and Navajo Communications be selected as the vendor to provide the network telecommunications. The Executive Director was instructed to contact the selected vendors and to include them in the NETC Form 471.

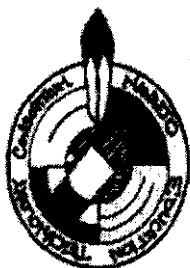
The Executive Committee meetings are closed meetings. The decisions made by this body are reported by the Executive Director to the full board at the next NETC meeting.

**Document# 15**

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P14



## NAVAJO EDUCATION TECHNOLOGY CONSORTIUM EXECUTIVE COMMITTEE MEETING

January 16, 2002-Gallup McKinley City Schools-NETC Bldg.-10:00AM

### AGENDA

- I. CALL TO ORDER/WELCOME – Incoming Chair, Dr. Ralph Friedly
- II. Review of Member Resolution status—recommendation for NETC board
- III. Review of Institutional Members roles and responsibilities
- IV. Consideration of new membership
- V. Summer training dates/topics—support for letter outlining ETIP TEAM requirements
- VI. Apple Executive Briefing Opportunity—San Jose, CA—tentative dates
- VII. Consideration of Grant Opportunity— 21<sup>st</sup> CCLC/TBM Reinventing Education Grant
- III. Contract status: ASU, NAU, Central Consolidated
- IX. NETC E-Rate Design Project—Review/recommendation of 470 Proposals,  
Update on 471 filing
- X. Review/recommendation of ETIP Evaluation Proposals
- XI. Adjournment



## NOTICE

### BOARD MEETING AND POSSIBLE EXECUTIVE SESSION OF THE NAVAJO EDUCATION TECHNOLOGY CONSORTIUM

Pursuant to ARS 38-431.02, notice is hereby given to the members of the Navajo Education Technology Consortium and to the General Public that the Board will hold a meeting open to the public on February 21, 2002, at 10:00 a.m. (Mountain Daylight Time) at Ft. Wingate High School Library, Ft. Wingate, NM. A copy of the agenda and background material provided to the Board Members (with the exception of material relating to the possible executive session.) The Board may go into Executive Session, which will not be open to the public to discuss certain matters.

## AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. WELCOME—Mr. Frank Shepherd
- IV. Approval of Agenda
- V. Approval of December 20, 2001 board meeting minutes
- VI. Financial Report
- VII. Executive Committee Report
  - Reviewed ETIP evaluator proposal, recommendation to select GOALSINC, Phoenix, AZ.
  - Resolution status: send certified letter to the 6 districts not compliant with board approved resolution placing them on warning, must respond by March 1, 2002
  - New membership requests: would like to have membership requests, approved resolution, and dues at the time of presentation to the full board.
  - By-law amendment recommendations: Attendance requirement (after 2 missed board meetings, member placed on probationary status subject to board review)
  - By-law resolution annual approval & noncompliance action
  - Summer Training: would like to see principal boot camp prior to summer training, survey principal on skills,
  - Apple Ex Briefing: Exec. Committee has option to attend on May 7 & 8, will bring info back to NETC board
  - IBM Reinventing Education Grant-recommend to pursue
  - Non-compliance of Central Consolidated discussed: directed to send letter to superintendent informing of noncompliance issues and request compliance by 2-20-02
  - Reviewed erate proposals by NAS, IBM, TAMSCO, NCC. Unanimous recommendation to accept IBM and NCC, and to pursue DS3 bandwidth solutions.
  - Encouraged the director to look for additional funding sources to support initiatives
  - Support letter by supt. for summer training

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P16

- a. Consideration to ratify approval of contract with GOALSINC as ETIP evaluator
  - b. Resolution Action: NETC Meeting requirement: All voting members of NETC must be represented at official NETC board meetings. After a member misses 2 meetings, the member will be placed on probationary status
  - c. Resolution Action: NETC annual resolution review: All voting members must present a resolution to their district governing board annually in July to accept the NETC By-laws and to appoint the representative (superintendent) and an alternate.
- IX. NETC Resolution status
- a. Chinle USD
  - b. Kaibeto
  - c. Kayenta Community School
- X. Election Process Clarification Second Reading
- XI. Contract Status: ASU and NAU
- XII. ACTNow training Feb 26-27: Attendance required in order to receive licenses.
- XIII. Report from NETC board members David Oakes, Jim Karlin on ETIP and TECHShare Management Meeting
- XIV. NETC Summer Training, presentation by NAU-Preston Webster and UNM-Don Fischer
- XV. TECHShare Report
- a. Lesson Rubric
  - b. Lesson Matrix
  - c.
- XVI. Next Board Meeting -April 18, 2002 at Tuba City School District
- XVII. Adjournment

BOARD MEMBERS: Serrano Pass, Central Consolidated, Chichibeto Community School, Chinle Unified School District, Donchoteo Boarding School, Gallup McKinley County Schools, Ganado Unified School District, Holbrook Unified School District, Kaibeto Boarding School, Kayenta Community School, Kayenta Unified School District, Pinehill Schools, Pinon Unified School District, Red Mesa Unified School District, Rough Rock Community School, Sanders Unified School District, San Juan School District, St. Bonaventura Mission, St. Michaels Indian School, Tuba City Boarding School, Tuba City Unified School District, Window Rock Unified School District, & Wingate High School. INSTITUTIONAL MEMBERS: Arizona State University, Center for Educational Evaluation & Research, Dine' College, National Indian Telecommunications Institute, New Mexico State University, Northern Arizona University, Northwest Regional Education Laboratory & University of New Mexico.

**Document# 16**

Navajo Communications Company  
P.O. Box 6000  
Window Rock, AZ 86515  
520.871.5581

**CITIZENS**  
communications



January 10, 2002

Ms. Karen Leshner  
Executive Director  
Navajo Educational Technology Consortium  
P.O. Box 1318  
Gallup, NM 87305

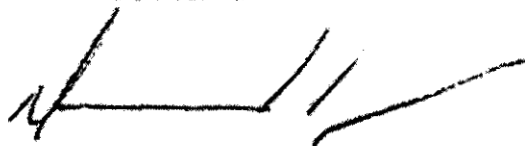
Dear Ms. Leshner,

Attached is a formal DS3/DS1 service quote as requested by Navajo Educational Technology Consortium (NETC). The quote includes a network backbone of DS3 circuits for the four Training Centers. Schools participating would have DS1 circuits going into the Training Centers. Prices are effective for the 2002 year.

The timeline on providing the services will vary due to special requirements on construction and processes. Special construction includes placement of fiber optic cable to all training centers and installation of fiber optic terminals. Order processes will also require additional time for Navajo Communications Company and Qwest to coordinate and complete the project. Navajo Communications Company is committed to completing the project in 120 days upon receipt of a signed commitment from NETC. Prioritizing schools to receive the service will be a joint effort by NCC and NETC.

I would like to take this opportunity to thank you for your time and interest. You have my personal assurance of support from the entire team at Citizens to execute a smooth turn-up of circuits, with the pledge of continued support of your circuit. Please call me at (928) 871-3745 with any questions you might have.

Desmond D. Jones



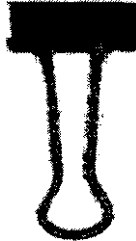
Account Manager

Cc Joe Hausner  
Dean Martin  
Lorraine Carter  
Gary Klasen  
Frank Stien

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# **PROPOSAL TO NETC FOR NETWORK DESIGN, ENGINEERING, IMPLEMENTATION AND OPERATIONS**

**JANUARY 11, 2002**



**Williams Communications**  
3138 Rider Trail South  
Bridgeton, Missouri 63045  
(314) 636.6220 (Telephone)  
(314) 636.6161 (fax)



**Native American Systems, Inc.**  
5400 S. Syracuse St.  
Greenwood Village, Colorado 80111  
(303) 778.6677 (Telephone)  
(303) 778.6601 (fax)

The information herein is confidential and proprietary to Williams Communications, LLC.  
Copyright Williams Communications, LLC 2001

No offer, obligation, representation or warranty by Williams Managed Services, LLC ("Williams") shall be considered binding unless and until a definitive agreement has been signed by all parties. The contents of this quotation and/or

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P03

**Karen Leshner**

From: Tom Lipko (e-rate.quotes@tamsco.com)  
 Sent: Friday, January 11, 2002 9:25 AM  
 To: Karen Leshner  
 Subject: SPIN 143021118 Satellite Funding Year 5 Service Quote



ty5 service quote.doc

LAN Services FY5  
at.doc

Navajo Education Technology Consortium

GALLUP, NM 87305-

Dear Ms. Leshner,

Enclosed are the quotes that you requested for E-rate services. This quote is provided in response to your form 470. TAMSCO currently provides satellite service and maintenance under the E-rate program to over 70 schools throughout SW, NW and Central US. Our service has been instrumental in bridging the information divide in remote and rural schools, including the Navajo Reservation in AZ/NM and the Dakotas.

For satellite service, TAMSCO offers six different service levels to choose from to meet your bandwidth needs. The services that we provide are asynchronous 2-way high speed satellite service utilizing a patented and custom application (unlike subscription services provided by Starband, et al). The satellite equipment is leased by the school and the total bandwidth is provided for your use and distribution, so you get "true" speeds subscribed for. TAMSCO offers service levels ranging from 128kbs up to 2.0Mbps.

Our bundled services also include email, virus protection, help desk, packet shaping and CIPA compliant filtering, among others. The installation cost includes lease of the equipment, onsite setup and test, and all maintenance for the school year.

I have also included our LAN maintenance package that provides for a combination of remote management of your LAN from our Polson, Montana NOC (we also have an office in Farmington, NM) and an average of one day per week onsite to conduct routine maintenance and repairs. The proposal also provides for replacement/upgrade or one server per site and replacement of other LAN components and a contingency fund to purchase repair parts throughout the school year. The prices quoted for LAN management are on a per site basis.

I would also suggest looking at a 3 year contract that ties in these rates (with a 5% discount) with the only caveat being that you utilize our service IF you apply for/receive E-rate funding. There are no risks or penalties, the 5% discount applies whether or not you are funded and the price will not change for the 3 year period.

Our E-rate sales coordinator will be following up this email quote within a few days and would be happy to schedule an online demo of our services through a WEBX conference. Please feel free to contact me with any additional questions you may have.

Regards -

Tom Lipko  
 Business Manager

TAMSCO Commercial Telecommunications SPIN 143021118  
 219 1st St. E.  
 Polson, MT 59860  
 (406)883-8500 (phone)

3/30/2003

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P04



TAMSCO Telecommunications Phone 800 330-0784  
 219 1<sup>st</sup> Street Fax 406 883-8550 Poleson, MT 59660  
 E-Mail [e-rate@tamscoco.com](mailto:e-rate@tamscoco.com) <[e-rate@tamscoco.com](mailto:e-rate@tamscoco.com)>  
 SPIN 143021118

## E-Rate Quotation For Satellite Internet Services

TAMSCO provides the following quotation for Satellite Internet Services. Rates are effective for E-rate submission for Funding Year 5 (July 01, 2002 through June 30, 2003):

**Installation**                      **\$14,679**                      **Per Site (10% discount for multiple sites)**

Installation includes travel, site survey, satellite outdoor unit and indoor unit installation, satellite dish orientation and power-up, network inventory and configuration documentation and equipment servicing and a portion of the equipment lease costs.

### **Monthly Service Costs**

Service levels include monthly bandwidth subscription, 24/7 system monitoring, business hour help desk, policy implementation (web site filtering), online knowledge base access and equipment maintenance, email and CIPA compliant filtering.

**Service Level 1**                      **\$1,107**                      **Per Month**

128kbs Downlink, 84kbs Uplink    \*recommended for networks of less than 10 computers

**Service Level 2**                      **\$1,353**                      **Per Month**

300kbs Downlink, 128kbs Uplink    \*recommended for networks of less than 25 computers

**Service Level 3**                      **\$1,691**                      **Per Month**

512kbs Downlink, 128kbs Uplink    \*recommended for networks of 25-75 computers

**Service Level 4**                      **\$2,102**                      **Per Month**

800kbs Downlink, 256kbs Uplink    \*recommended for networks of 50-150 computers

**Service Level 5**                      **\$2,392**                      **Per Month**

1.544Mbs Downlink, 256kbs Uplink    \*recommended for highest speed networking

**Service Level 6**                      **\$2,769**                      **Per Month**

2.0Mbs Downlink, 256kbs Uplink    \*recommended for video & highest speed networking

\*Three year contracts are available at a 5% discount to the above prices

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P06



TAMSCO Telecommunications Phone: 800 330-0784  
 219 1<sup>st</sup> Street, Polson, MT 59860 Fax: 406 583-8630  
 E-Mail: [e-rate@tamscot.com](mailto:e-rate@tamscot.com) [spokane@tamscot.com](mailto:spokane@tamscot.com)  
 SPIN 143021118

## E-rate Quotation For LAN Services

TAMSCO provides the following quotation for LAN Maintenance and Network Support Services. Rates are effective for E-rate submission for Funding Year 5 (July 01, 2002 through June 30, 2003):

TAMSCO's LAN Maintenance Program provides a unique combination of remote and onsite tools that minimizes maintenance costs and maximizes network performance. Remote maintenance is conducted through a variety of tools (depending on the size of the network) including SOMIX and OCULAN hardware and software that allows us to monitor your network performance, track and identify potential problems, reload/reboot/reconfigure network devices remotely and assist your in-house technical personnel to resolve problems quickly and efficiently. All tracking and problem solving are conducted through TAMSCO's help desk and network operations center (NOC).

We can also combine the remote management with onsite technical support so that your network is monitored and repaired by trained professionals. Since hardware repair is always an unknown, we also provide pricing for maintaining a "pool" to draw from to replace defective equipment and incorporate upgrades when necessary. The pool is drawn down on a "time and materials" basis as equipment repairs are made. Finally, we also will provide wiring as needed for adding drops to increase workstation capacity.

**Total LAN Maintenance Cost, July, 2002 through June 2003** **\$149,251**

### For Eight (8) Sites

**Site Survey** **\$10,501** **per site**

Site survey is necessary to conduct an inventory of network devices, document and diagram the network, install remote manageable software and hardware, and provide initial network maintenance. Price includes all hardware/software necessary to conduct remote management.

**LAN Maintenance** **\$86,949** **per site**

Onsite maintenance for truck roll repairs and periodic maintenance, limited to maximum one (1) day per week per site, parts not included. Continuous business hour (10 hours per day) remote management and maintenance monitoring and help desk services from TAMSCO NOC, utilizing remote management tools (SOMIX and OCULAN solution or equivalents), includes business hour live help desk.

**Hardware Costs** **\$21,855** **per site**

Hardware costs includes all parts and installation labor to replace one (1) each server, switch and/or hub. Server configurations include the following (or equivalents available at time of award):

# NAVAJO EDUCATION TECHNOLOGY CONSORTIUM (NETC)

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## IBM Statement of Work for Network Electronics Project



*Prepared for*

**NETC**  
**640 S. Boardman**  
**Gallup, New Mexico**  
**87301**

*Revision 1*

**January 1 ■ 2002**



international Business Machines Corporation

The information in this proposal shall not be disclosed outside the Navajo Education Technology Consortium organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal. provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, Navajo Education Technology Consortium shall have the right to duplicate, use, or disclose this information to the extent provided by the contract. This restriction does not limit the right of Navajo Education Technology Consortium to use information contained in the proposal if it is obtained from another source without restriction.



## 7.0 CHARGES

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. IBM understands that the decision to implement this project is contingent upon award to the NETC of funding under the E-rate program. IBM will not begin work on this project without written notification from NETC that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between NETC and IBM as defined in the section titled Project Change Control Procedure. Should NETC not receive the requested funding for E-rate 5 or should NETC receive only partial funding, IBM will work with NETC to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. **You** authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

It is understood by NETC and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from NETC to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total Network Electronics Solution & Installation Services Charges. . . . . **\$5,272,822**, including shipping, freight, travel and living expenses

Estimated taxes..... **\$484,757**

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

- A) E-rate Eligible Portion..... \$5,757,580
- B) Non-Eligible Portion..... \$ 0.00

E-rate Invoicing: Prior to commencing work, IBM requires:

- 1) a fully signed contract signature sheet;
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and;
- 3) a copy of the USAC's Funding Commitment Decision letter.

**As** a service to the NETC, IBM will perform dual billing per E-rate terms and conditions. First, IBM will invoice the NETC and its participating school districts monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items. Secondly, under separate invoice, IBM will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items for the NETC. Payment is due as specified in the invoice. Please note that although IBM will bill the NETC and participating school district as appropriate for the 'non-discounted' portion and other charges not eligible under the E-rate program, the school



assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the NETC has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc. Also excluded

- Items involving, but not limited to tests, inspections, concealed or unknown conditions or other unanticipated events beyond our control.
- Increases in the Work due to plan checks or field inspections by building or planning department.

IBM Service Provider Identification Number (SPIN): 143005607

## **7.1 Payments Schedule**

IBM will invoice NETC and participating districts monthly for services provided and materials delivered to the IBM staging site during that month. Payment is due upon receipt of invoices by the NETC and participating school districts' Accounts Payable Departments. The payment is due upon receipt of the invoice.

# Navajo Education Technology Consortium (NETC)

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## IBM Statement of Work for Video Equipment Solution and Installation Services Project



Prepared for

NETC

P.O. Box 1318  
Gallup, New Mexico  
87305

Revision 1

January 11, 2002



International Business Machines Corporation

The information in this proposal shall not be disclosed outside the Navajo Education Technology Consortium organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, Navajo Education Technology Consortium shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of Navajo Education Technology Consortium to use information contained in the proposal if it is obtained from another source without restriction.



- ◆ IBM accomplishes the IBM tasks described under "IBM Responsibilities" including delivery to NETC of the materials listed under "Deliverable/Documentation Materials"
- ◆ Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if termination notices are given to IBM prior to any work being performed or service provided.
- ◆ Either of us terminates according to the provisions of the Agreement.
- ◆ Estimated end date is reached

## 2.7 Estimated Schedule

The estimated schedule for this effort is 12 months from the date of project initiation.

Project Start Date:

July 1, 2002

Project End Date:

June 30, 2003

Work will begin July 1, 2002, given that NETC receives adequate funding for the project.

The schedule shall be consistent with the completion dates identified by the NETC and agreed to by IBM. Reasonable effort shall be made by IBM and NETC to keep the schedule dates intact.

IBM will not be responsible for delays or additional requirements imposed by any government agencies. The IBM will not be responsible for delays caused by delays in project funding, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

## 2.8 Charges

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-rate program. IBM will not begin work on this project without written notification from NETC that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBMs option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between NETC and IBM as defined in the section titled Project Change Control Procedure. Should NETC not receive the requested funding for E-rate 5 or should NETC receive only partial funding, IBM will work with NETC to incorporate those portions of E-rate 4 funding that can be accomplished based upon available funding.

It is understood by NETC and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from NETC to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

**Total Video Equipment Solution and Installation Services Charge ..... \$23,746,703**  
including shipping, freight, travel and living expenses

Estimated Taxes..... ..\$2,206,396

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

A) E-rate Eligible Portion..... \$25,953,098



B) Non-Eligible Portion..... \$ 0.00

E-rate **Invoicing:** Prior to commencing work, IBM requires:

- 1) a fully signed contract signature sheet:
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and;
- 3) a copy of the **USAC's** Funding Commitment Decision letter.

**As** a service to the school, IBM will perform dual billing per E-rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted portion of the ELIGIBLE items. Secondly, under separate invoice, IBM will invoice the E-rate **FCC** Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice. Please note that although IBM will bill the school for the 'non-discounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607.

This offer will be withdrawn if IBM is not authorized to perform these Services by December 31, 2002.

# NAVAJO EDUCATION TECHNOLOGY CONSORTIUM (NETC)

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## IBM Statement of Work for USF Technical Support Services Project

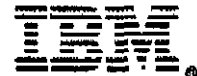
*Prepared for*

**NETC**

**P.O. Box 1318  
Gallup, New Mexico  
87305**



Revision /  
January 11, 2002



International Business Machines Corporation

The information in this proposal shall not be disclosed outside the Navajo Education Technology Consortium organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, Navajo Education Technology Consortium shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of Navajo Education Technology Consortium to use information contained in the proposal if it is obtained from another source without restriction.



## 2.8 Year 2000 Provisions

IBM is not providing any Year 2000 services under this Statement of Work. IBM Product Specifications specify the Year 2000 readiness of the IBM Products. IBM does not make any representations regarding the Year 2000 readiness of non-IBM Products.

Under the terms of this Statement of Work we are not responsible for 1) your products, 2) a third party's products (including products you license from our subcontractors) or 3) IBM's previously installed products, ("Other Products") to correctly process or properly exchange accurate date data with the Products or deliverables we provide. We will be relieved of our obligations under this Statement of Work due to the inability of such Other Products to correctly process or properly exchange accurate date data with the Products or deliverables we provide to you.

## 3.9 Charges

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. IBM understands that the decision to implement this project is contingent upon award to the NETC of funding under the E-rate program. IBM will not begin work on this project without written notification from **NETC** that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between NETC and IBM as defined in the section titled Project Change Control Procedure. Should NETC not receive the requested funding for E-rate 5 or should NETC receive only partial funding, IBM will work with NETC to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. You authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

It is understood by NETC and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from NETC to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.



Total Technical Support Services Solution and Installation Services Charge  
.....\$13,629,962 including shipping, freight, travel and living expenses  
Estimated  
Taxes.....\$1,260,495

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

- A) E-rate Eligible Portion..... \$14,890,457
- B) B) Non-Eligible Portion..... \$ 0.00

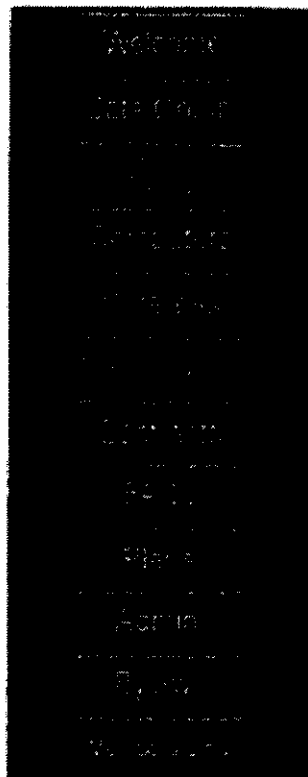
E-rate **Invoicing:** Prior to commencing work, IBM requires:

- 1) a fully signed contract signature sheet;
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and;
- 3) a copy of the USAC's Funding Commitment Decision letter.

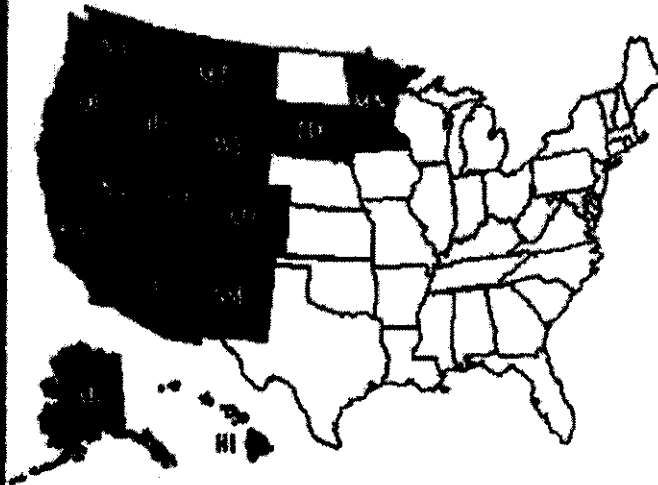
As a service to the NETC, IBM will perform dual billing per E-rate terms and conditions. First, IBM will invoice the NETC and its participating school districts monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items. Secondly, under separate invoice, **IBM** will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items for the NETC. Payment is due as specified in the invoice. Please note that although IBM will bill the participating school district for the 'non-discounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc. **Also** excluded

**Document# 17**



## Western States Contracting Alliance



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Last updated: July 12, 2002  
 Terry Davenport, Web Master